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SACHEM CENTRAL SCHOOL DISTRICT

HOLBROOK, NEW YORK 11741-1890

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## **AGREEMENT**

Between the Board of Education of the Sachem Central School District at Holbrook, herein called the "Board" and the Sachem Central Teachers' Association herein called the "Union".

### **ARTICLE I - PREAMBLE**

1. The Sachem Board of Education and the Sachem Central Teachers' Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Sachem Schools the highest level of educational opportunities obtainable. The Board and the Union recognize their responsibilities toward each other and toward the community for negotiating in good faith and seeking agreement on matters of concern.
2. This agreement is the result of collective negotiations between the Board and the Union which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and Union. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement.
3. This agreement covers all employees in the unit described in ARTICLE II. The term 'teacher' includes all members of the unit.
4. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE II - RECOGNITION, CHECK-OFF AND NO-STRIKE PLEDGE

1. The Board recognizes the Union as the exclusive representative, for the purpose of collective negotiation, of all teaching personnel, i.e., all certified and non-certified professional personnel except assistant principals, principals, summer school administrators and other administrators. Such recognition shall be extended for the maximum period allowable under the law.
2. Upon the presentation of dues deduction authorization signed by individual employees on a form provided by the Board, the Union dues of such employees in the above described unit shall be deducted in accordance with the authorization and forwarded to the Union within the first eight (8) weeks of the school year.
3. The Union affirms that it does not assert the right to strike against the School District or any government, or to assist or participate in such a strike. The Union also affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are or remain members of the Union. Notwithstanding the termination clause of this agreement, these affirmations shall continue until 120 days prior to the Board's budget submission date in 2009, and automatically, for succeeding periods of two (2) years thereafter.
4. There shall be no distinction between teachers who are filling positions which are fully or partially Federally funded and other teachers with respect to the terms and conditions of employment provided by the collective bargaining agreement and law, provided that the work assignment of such teachers is at least 3/5th of a full-time assignment. Part-time teachers employed prior to January 8, 1998, who work 3/5ths or more shall receive District insurance premium payments equal to full-time teachers. Part-time teachers employed prior to January 8, 1998, who work 2/5th or less shall receive a pro-rata credit towards health insurance premium payments and the balance of the premium shall be paid by the teacher. Part-time teachers hired on or after January 8, 1998 will receive a pro-rata credit toward insurance premium payments and the balance of such payment shall be made by the teacher. The District's responsibility shall be the percentage of premium cost equal to the teacher's work assignment (i.e., 1/5, 2/5, 3/5, 4/5).

In determining work assignment, lunch and preparation time shall not be included.

5. Agency Fee and Dues Deduction:

- a. Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that, no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the Sachem Central Teachers' Association will pay to the

Union each month a service charge toward the administration of this agreement and the representation of such employee provided, however, that each employee will have available to him/her membership in the Sachem Central Teachers' Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

- b. Any teacher from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.
- c. The agency shop fee shall be suspended in the event membership in the organization (probationary teachers, tenured teachers and full time leave replacement teachers) drops below 80% of the total number of bargaining unit members (probationary teachers, tenured teachers and full time leave replacement teachers).
- d. The Sachem Central Teachers' Association will supply, upon the request of the District, proof of total Union membership, probationary teachers, tenured teachers and full time leave replacement teachers.

### ARTICLE III - UNION ACTIVITIES

- 1. The Union may select a Union Representative in each school building who shall have the right to meet with the Building Principal upon reasonable notice to review and discuss teacher grievances, working conditions and the improvements thereof.
- 2. With prior approval of the Building Principal, the Union and its Building Representative shall have the right to arrange and schedule Union meetings provided the meetings do not interfere in any way with the educational process.
- 3. The Union shall be allowed the use of the faculty mail boxes, faculty bulletin boards, ditto and photocopy machines and the District's "pony express" postal system for Union business. Such use shall conform to present general practices. The cost of materials will be borne by the Union.

4. The President of the Union, if a teacher in grades 7 through 12, shall be excused from all non-teaching administrative assignments and shall be assigned to no more than two (2) teaching periods per day. The aforesaid teaching periods shall be the first two teaching periods of the school day. If the President is not a teacher in grades 7 through 12, he/she shall be granted equivalent time off which shall be scheduled following consultation with the President. The foregoing shall be effective July 1, 1998. Notwithstanding the foregoing, the President of the Union shall be considered as a full time teacher for all purposes, including but not limited to the accrual of seniority within the tenure area of his/her teaching position.

5. The Union shall be provided a place on the agenda of the orientation program at the beginning of the school year.

6. A teacher elected as a Regional Director in Suffolk County or a higher office in the New York State United Teachers shall be allowed release time not to exceed three (3) days to fulfill the obligation of such office. Notice of such leave shall be given in accordance with sick leave procedure.

#### ARTICLE IV - TENURE AND PHYSICAL EXAMINATION

1. The probationary period for teachers shall be as provided under Section 3013 of the Education Law.

Probationary teachers appointed to a probationary term of employment commencing on a date between the 1st day and the 30th day of September not to be recommended for tenure or continued employment shall be notified of the same no later than April 15th.

Probationary teachers appointed to a probationary term of employment commencing on a date between October 1st and December 31st not to be recommended for tenure or continued employment shall be notified of the same no later than May 15th.

Probationary teachers appointed to a probationary term of employment commencing on a date between January 1st and June 30th not recommended for tenure or continued employment shall be notified of the same no later than ninety (90) days prior to the anniversary date of commencement of the employee's probationary period.

2. When a teacher is originally employed, and again three (3) months prior to being placed on tenure, he shall undergo a complete and satisfactory physical examination. If the school physician is used, the school shall bear the expense. If a private physician is chosen, the teacher shall pay for the examination. The type of examination shall be

determined by the Board of Education and shall be reported on a form provided by the school district. Results of such examination shall be held in strict confidence.

3. In the event that there is a reduction in the number of positions, or an abolishment of a position, within a tenure area, and such reduction or abolishment requires the termination of the services of any teacher within the tenure area, the services of that teacher with the least seniority in the tenure area shall be first terminated unless there is a vacant position in another tenure area for which such teacher is certified. Said position shall be offered to such teacher. A tenured teacher assigned to another position as provided above shall be eligible for tenure in the new area within the minimum period allowed by law. A probationary teacher assigned to another position as provided above shall be eligible for tenure in the new area as provided by Section 3013 of the Education Law.

4. A teacher whose services in the District are terminated by reason of a reduction in the number of positions or the abolishment of a position as provided in this article, shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in a position similar to the one which the teacher filled without reduction in salary or appointed to such corresponding or similar position in the order of their length of service in the District.

5. Teachers whose employment is terminated by excessing will be given a preference in employment as per diem substitutes, to the following extent:

- a. If an excessed teacher possesses certification for the per diem assignment, the teacher shall be employed and paid a daily rate of \$95.00. Effective July 1, 1992, the said rate shall be increased to \$105.00.
- b. If an excessed teacher does not possess certification for their per diem assignment, and the District cannot obtain the services of a non-unit teacher who is certified, the excessed teacher shall be employed and paid a per diem salary of \$80.00. Effective July 1, 1992, the said rate shall be increased to \$90.00.
- c. In order to obtain the rights described in subparagraphs a and b above, excessed teachers who wish to be called for per diem assignments shall be given the opportunity to file a statement with the District, prior to the commencement of the school year, setting forth those periods of the school year during which they will and will not be available for per diem assignments.
- d. If a teacher who files the statement referred to in subparagraph c refuses more than five (5) per diem assignments, such teacher shall be dropped



from the list of excess teachers available for such assignments for the remainder of the year.

## ARTICLE V - OBSERVATION AND EVALUATION

1. Probationary teachers shall be formally observed at least three (3) times each year. There shall be no requirement that the District make formal observations of tenured teachers; however, the District reserves the right to make the same.
2. The formal observation report shall include criticisms of performance, if any, of the lesson observed and/or suggestions for improvement of performance.
3. Administrators shall reduce to writing all criticisms, positive and/or negative, summaries of discussions, comments and suggestions for improvement regarding teacher performance obtained during other than a formal classroom observation and shall supply the affected teacher with a copy of the same within thirty (30) working days of the date the administrator knew or should have known of the act or event. Notwithstanding the foregoing, the discretion of the administrator, a first incident or act need not be reduced to writing. If, however, the conduct of the teacher constitutes a continuing pattern, then any subsequent incidents of the same or similar character shall be reduced to writing, which writing may reflect the above described first incident and may be utilized as a basis for comment in the evaluation report described in paragraph 4 below.
4. Evaluation reports shall include results of formal and informal observations, teachers/administrator conferences and discussions, and criticisms of performance and/or suggestions for the improvement of performance, provided that the requirements of paragraphs 2 and 3 have been complied with.
5. All observation of the classroom work performance of the teacher will be conducted openly with full knowledge of the teacher. The use of public address or audio systems and similar electronic devices shall not be used for this purpose.
6. All formal lesson observations of teachers shall be performed according to a schedule in each school. Teachers will be given two (2) school days advance notice prior to any such formal lesson observation. Should postponement be necessary, the teacher will be given two (2) school days notice prior to a new observation date. Teachers may not schedule tests during the time of formal lesson observations.
7. In addition, subject to the provisions of this article, except for the requirement of prior notice, unannounced observations of teacher performance in the classroom may be conducted by the Administration with the results of such observations being reduced to writing.

If an initial unannounced observation reports unsatisfactory performance, the same shall be negated and an additional observation may be conducted.

8. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors at least one (1) day before the conference is held to discuss it and such conference shall be held no later than ten (10) days after the observation. No such report shall be submitted to Central Office, placed in the teacher's file, or otherwise acted upon without a prior conference held between the observer or evaluator and the teacher.

9. Reports, where adversely critical, shall contain the observer's or the evaluator's positive suggestions for improvement of the teacher's performance in the areas criticized.

10. The term "Formal Observation Report" is defined as that written report by an observer of the teacher's performance, which formal observation is scheduled pursuant to section 6 above. The term "Evaluation Report" shall be a summary of the evaluator's judgment of the teacher's performance.

11. All of the foregoing, with the exception of paragraphs 3 and 4 above, shall not be applicable to cases of misconduct or insubordination.

#### ARTICLE VI - TEACHER RIGHTS

1. Teachers shall be protected in their enjoyment of the freedoms and guarantees of the Bill of Rights and no political or religious activities of any teacher (provided such activities are lawful and do not take place during working hours or school sponsored student activities) or lack thereof, will be grounds for any action with respect to the professional employment of such teachers.

2. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to, and relationships with, students and/or the school system, or bring discredit to the school district.

3. Upon reasonable written notice, a teacher may review his personnel file, except materials relating to his initial employment by the District, and to make copies of any documents therein. A teacher may have a Union representative present during such review. No material relating to a teacher's character or performance of his duties will be placed in a personnel file unless the teacher has had an opportunity to review the material and such review shall be acknowledged in writing by the teacher that he has reviewed the material. Such acknowledgment shall not be deemed to be the teacher's agreement with the material. The teacher may submit an answer or comment to the material and his answer shall be attached to the material and become a part thereof.

4. Teachers will immediately report to their principals all cases of threatened bodily harm or assault suffered by them in connection with their employment, such reports to be made as soon as possible after the assault takes place.
5. The original oral report is to be followed within three (3) working days by a detailed written account of the incident by the teacher to the Superintendent of Schools through the Building Principal.
6. School authorities will comply with any reasonable request from the teacher for information related to the incident and will act as liaison between the teacher, the police and the courts even if the teacher is no longer employed by the District.
7. The Board recognizes its obligation under Section 3028 of the Education Law to provide legal services where civil or criminal action is brought against a teacher based on disciplinary action taken against a pupil while in the discharge of his duties within the scope of his employment.
8. The Board shall establish a firm policy to deal with students involved in assaults upon school personnel. It recognizes the very serious nature of such actions and the need for immediate action determined by the particular circumstances of each case.

#### ARTICLE VII - SCHOOL YEAR

1. The work year of teachers, other than new personnel who may be required to attend additional orientation sessions, may be scheduled to begin prior to Labor Day but not before September 1, except that it shall not be on the Friday adjacent to Labor Day, and will end no later than the last agreed upon date identified in the school calendar. Final exams and Regents days are considered days of student attendance.
2. Each year, the District shall close the schools one (1) day for each unused emergency day. The date(s) of such closing shall be at the District's discretion and the teachers will receive at least two (2) weeks notice.
3. In the elementary schools, the following conference days shall be scheduled:

Election Day:	½ staff day, ½ parent/teacher conference day.
Late January:	½ parent/teacher conference day.
Late March:	½ parent/teacher conference day.
In June:	one ½ day session shall be scheduled to allow for teacher record keeping and performance of other end of year duties.

## ARTICLE VIII - THE WORK DAY AND WORKING CONDITIONS

### 1. Elementary:

- a. Effective the 2001-2002 school years, the length of required work days for teachers in the elementary schools shall not exceed six (6) hours and forty-five (45) minutes, and said time shall be continuous.
- b. Teachers' reporting and leaving time shall be established by the Building Principal, however, student contact time shall not exceed the levels established during 1971-72.
- c. Each teacher shall be guaranteed a thirty (30) minute unencumbered lunch period and space shall be provided in which teachers may eat apart from students.
- d. Each teacher shall receive one (1) unencumbered preparation period per day. Preparation periods for special area teachers shall, where possible, be scheduled to avoid excessive continuous teaching.
- e. Within the limits of available facilities and staff, reasonable effort shall be made in establishing teachers' schedules so that elementary teachers will not be required to have more than three (3) successive hours of student contact on a daily basis. Notwithstanding the foregoing, elementary teachers shall not be required to have more than three and one half (3 ½) successive hours of student contact on a daily basis.
- f. Building Principals should confer with kindergarten and elementary school teachers before purchasing materials for the teacher's use.
- g. The Board will use its best efforts to relieve the existing conditions arising out of reduced time kindergarten sessions as the lack of space for teacher preparation, the excessive number of continuous assigned hours, etc.
- h. Tutoring, Enrichment and Academic Development Services:
  - 1. To meet the Tutoring/Enrichment/AIS (TEA) needs of students, elementary staff will provide a total of 15 hours of service to students in grades 3-6, expended as one (1) hour per week for fifteen (15) weeks. In any of the fifteen (15) weeks the staff is providing this service, the staff member, in consultation with the principal, will work one (1) TEA day, three (3) professional development period (PDP) days and one (1) shortened day as per the following schedule. The TEA day will correspond with the scheduled EDR day at the school.

Elementary TEA shall mean administrative assignment of particular personnel for the purpose of providing the services of additional help, tutoring or academic enrichment for up to ten (10) students per session.

2. The utilization of TEA time shall be consistent with paragraph 4 below and the usage of PDP time shall be consistent with subparagraph 5 below.
3. During non-TEA weeks, the staff workday will be as reflected in the following schedule, and sign in and sign out shall be the same every day.

PDP Prior to the Student Day

	LATE
<u>Sign-in</u>	8:15-9:15 (TEA)
<u>PD Period</u>	8:40
<u>Student Arrival</u>	9:15
<u>Student Departure</u>	3:15
<u>Sign-Out</u>	3:25

PDP After Student Day

	EARLY	MIDDLE
<u>Sign-in</u>	7:55	8:30
<u>Student Arrival</u>	8:05	8:40
<u>Student Departure</u>	2:05	2:40
<u>PD Period</u>	2:10-2:40	2:45-3:15
<u>Sign-Out</u>	2:15	3:15
(TEA)	2:05-3:05	2:40-3:40

In the event the start time for the student day changes, the Professional Development Period start time may be modified to reflect said change.

4. Tutoring/Enrichment/AIS (TEA):

TEA shall include additional help and tutoring opportunities for students beyond the extra help time provided in the contract, and

academic enrichment. TEA means administrative assignment to particular personnel for the purpose of providing the service, additional help, tutoring or academic enrichment.

The determination of the assignment of students to TEA for the purposes of additional help and tutoring, and the cessation of such services, will be in accordance with applicable Commissioner Regulations. In the event the Commissioner of Education no longer requires the provision of TEA, the parties will meet to develop an alternative remediation program. Should the parties fail to agree after a reasonable period of time, the issue may be submitted by either party to binding interest arbitration pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association. (The foregoing shall not be applicable to a change in the title of such services, effectuated by the Commissioner, when substantially the same remediation services are continued to be required to be provided notwithstanding the change in title of such services.)

No reduction in staff shall result from implementation of the TEA program.

5. Professional Development Period:

Professional Development time of 2 ½ hours may be aggregated on a weekly basis. Teachers may aggregate said professional development time subject to administration oversight. However, the administration may utilize 1 ½ hours of said weekly aggregated time once per month. The following activities shall be equitably assigned by administration, taking into account the requests of staff and the desire of the teacher to engage in the student contact activities hereinafter described. Assignments shall not be made in a punitive manner. The assignment of staff to elementary professional assignments, other than TEA, shall not include supervision of students.

Non-Student Contact Activities

The professional period will be used for the following activities to be assigned by the administration in consultation with the Union.

1. Curriculum involvement and development.
2. Develop ability to use the computer as an education tool.
3. Participate in professional growth activities.
4. Articulation with other staff members regarding individual students.

5. Participate in case study, child find, child study, and parent meetings.
6. Team meetings
7. Review and evaluate software, teaching materials, textbooks, etc.
8. Participate in program development meetings.
9. Develop ideas for new programs and/or revisions in the current program.
10. Review student folders.
11. Serve on special committees
12. Collegial circles.
13. IEP preparation
14. Other activities assigned by administration after agreement with Union.
15. Faculty/Grade Level Meetings.

#### Student Contact Activities

The following activities may be assigned by administration, with the consent of the affected teacher.

1. Test and screen students by special area staff.
2. Provide enrichment activities for students.
3. Evaluate students.
4. Assist students in independent study projects.
5. Other student contact activities agreed to by the teacher.

#### 2. Secondary:

- a. Teachers shall be required to report to their building no earlier than ten (10) minutes prior to their first assignment. (For purposes of this paragraph, a preparation period shall be considered an assignment) and shall remain no longer than seven (7) hours after arrival, and said time shall be continuous.
- b. Except as hereinafter provided, the program of a secondary school teacher shall consist of five (5) teaching periods; one (1) duty period; one (1) preparation period; one (1) lunch period and one (1) professional period.
- c. A secondary school teacher may be assigned a program in excess of twenty-five (25) teaching periods per week but no more than six (6) teaching periods in any one (1) day, under the following circumstance: where the student enrollment in one subject of a department shall be of

such number as not to require the hiring of additional teachers of such subject. However, no more than four (4) teachers may be assigned to teach a sixth period of a subject and the assignment of a sixth teaching period shall be rotated among all of the teachers in the department who are certified to teach the subject. A teacher assigned a sixth teaching period shall not be assigned any non-instructional duty period.

Teachers assigned to teach a sixth class for an entire school year shall receive a stipend of \$4,500.00 per year and shall not be assigned a TEA activity.

Teachers assigned to teach a sixth class for one (1) semester shall receive a stipend of \$2,250.00 per semester and shall not be assigned a TEA activity.

If after a full school year, a teacher has been assigned classroom teaching for more than a full-time equivalent of 1.0, the teacher will be paid \$1,125.00 for a 1.05 full-time equivalent assignment; \$2,250.00 for a 1.1 full-time equivalent assignment; and \$4,500.00 for a 1.2 full-time equivalent assignment.

If the assignment is known prior to the commencement of the school year, the teacher's wages shall include the applicable stipend. If the assignment over 1.0 full-time equivalent occurs after the commencement of the school year, the stipend will be paid over the balance of the school year. The foregoing shall apply to school media specialist teachers who are assigned to 6 classroom instructional periods, i.e., 1.05, 1.1 or 1.2 full-time equivalent.

- d. The District shall be responsible for providing necessary materials and supplies needed in Family and Consumer Science.
- e. Secondary teachers shall not be required to teach in more than two (2) subject areas nor have more than three (3) teaching preparations at one time. However, when done by agreement with the individual teacher, assignments exceeding the foregoing shall continue. The foregoing shall not apply to the art, business, foreign language, technology, and family and consumer science.
- f. In order that teachers involved in laboratory work shall have time available to prepare laboratory material and supplies without drawing upon instructional time, consideration shall be given for the use of duty period or homeroom period for this purpose.



- g. Secondary school marking period shall be ten (10) weeks.
- h. Within the limits of available facilities and staff, reasonable effort shall be made in establishing teachers' schedules so that secondary teachers will not be required to teach more than three (3) academic (including special) classes in succession.
- i. Tutoring/Enrichment/AIS (TEA):
  - 1. TEA shall include additional help and tutoring opportunities for students beyond the extra help time provided in the contract, and academic enrichment. TEA means administrative assignment to particular personnel for the purpose of providing the service, additional help, tutoring or academic enrichment, for up to ten (10) students, up to three (3) times per week, for ten (10) weeks.
    - a. The determination of the assignment of students to TEA for the purposes of additional help and tutoring, and the cessation of such services, will be in accordance with applicable Commissioner Regulations. In the event the Commissioner of Education no longer requires the provision of TEA, and other than a change in the title of such services, the parties will meet to develop an alternative remediation program. Should the parties fail to agree after a reasonable period of time, the issue may be submitted by either party to binding interest arbitration pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association. (The foregoing shall not be applicable to a change in the title of such services, effectuated by the Commissioner, when substantially the same remediation services are continued to be required to be provided notwithstanding the change in title of such services.)
    - b. No reduction in staff shall result from implementation of the TEA program.
  - 2. Professional Development Period:

Professional Development time of 2 ½ hours may be aggregated on a weekly basis. Teachers may aggregate said professional development time subject to administration oversight. However, the administration may utilize 1 ½ hours of said weekly aggregated time once per month. The following activities shall be equitably assigned by administration, during the balance of the school year

during the professional period, taking into account the requests of staff and the desire of the teacher to engage in the student contact activities hereinafter described. Assignments shall not be made in a punitive manner. The assignment of staff to secondary professional period assignments, other than TEA, shall not include supervision of students.

In the event the start time for the student day changes, the Professional Development Period start time may be modified to reflect said change.

#### Non-Student Contact Activities

The professional period will be used for the following activities to be assigned by the administration in consultation with the Union.

1. Curriculum involvement and development
2. Develop ability to use the computer as an education tool.
3. Participate in professional growth activities.
4. Articulation with other staff members regarding individual students.
5. Participate in case study, child find, child study, and parent meetings.
6. Team Meetings.
7. Review and evaluate software, teaching materials, textbooks, etc.
8. Participate in program development meetings.
9. Develop ideas for new programs and/or revisions in the current program.
10. Review student folders.
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14. Other activities assigned by administration after agreement with Union.
15. Faculty/Grade Level Meetings.

#### Student Contact Activities

The following activities may be assigned by administration, with the consent of the affected teacher.

1. Test and screen students by special area staff.
2. Provide enrichment activities for students.

3. Evaluate students
  4. Assist students in independent study projects.
  5. Other student contact activities agreed to by the teacher.
- j.
1. Sixth grade teachers shall be assigned to the District Middle Schools. Upon such assignment sixth grade teachers will work the same teacher workday as the seventh and eighth grade teachers. Sixth grade teachers will be assigned to the seventh and eighth grade bell schedule. They shall teach five (5) periods and shall be assigned a duty, lunch and preparation period.
  2. The District shall have the authority to assign any sixth grade teacher to teach a sixth period. Assignment to the sixth period shall be first made from a list of volunteers within each school who meet the within criteria. Volunteers shall share equally in assignments for which they have volunteered. The following criteria shall apply to all unit members volunteering for the sixth period assignment:
    - i. Volunteers shall possess appropriate certification for the assignment. The competence of the volunteer to teach the course, for which assignment is sought, as determined by the administration, shall be the criterion for selection for assignment to the sixth period. In the event that two appropriately certificated employees are equally competent, prior teaching experience in the course for which assignment is sought shall prevail.
    - ii. If insufficient numbers of volunteers apply, then the Administration may assign sixth grade teachers to a sixth teaching assignment.
  3. If the District determines that additional instruction is needed in the core academic areas (i.e. English, Mathematics, and Science) for the sixth grade, the foregoing process, set forth in Section (2) above, shall be utilized by the Administration and applied to seventh and eighth grade teachers. The District shall only be permitted to use this provision for one core academic area each year and shall utilize no more than eleven (11) teachers, four (4) who may be mandatorily assigned and seven (7) volunteers, for the sixth period assignment.
  4. In the event of assignment to the sixth period, the teacher shall not perform a duty and shall be granted the sixth period assignment stipend set forth in Article VIII (2)(c).

5. This provision shall not be utilized to reduce staff. The foregoing assignments shall be in addition to those permitted under Article VIII (2)(c).

3. General Parameters: Elementary and Secondary

- a. All teachers are expected to remain after the end of the normal workday when necessary and without additional compensation to fulfill their professional obligations such as tutorial help and parent-teacher conferences.
- b. Teachers' attendance at all P.T.A. meetings will be at the option of the individual teacher.
- c. Teachers may be required to remain after the end of the regular work day, without additional compensation, for no more than one (1) hour on any particular day and no more than three (3) hours in any particular month except for any problem dealing with school operation that could not have been reasonably anticipated. The limitation shall not apply to new teachers or during the months of June and September.

d. 1. Probationary Employees Employed On or After January 1, 2004:

Probationary employees: Effective January 1, 2004, each teacher commencing employment as a probationary employee after said date shall work an additional thirty (30) hours each year during the teacher's probationary period, commencing with the 2004-05 school year. (Effective July 1, 2004, thirteen (13) of said hours shall be utilized during a consecutive two (2) day program to be held during the Monday to Wednesday of the week prior to the opening of school). Seven (7) hours shall be utilized during the District Staff Development day. The remaining ten (10) hours shall be utilized in assignments made by the administration for staff development. Assignment and allocation of hours among tasks shall be at the discretion of the Superintendent or his designee, following consultation with the Union. Use of the aforesaid ten (10) hours shall be in blocks of not more than two (2) hours and not less than one (1) hour. Upon the award of tenure, the teacher's obligation shall be as set forth for tenured teachers in subsection 2 below.

2. Tenured Teachers and Probationary Teachers::

Each secondary and elementary teacher shall work an additional fifteen (15) hours after school. Generally, seven (7) hours of said block of time

shall be used as one additional day of work for staff development. The balance of said hours shall be scheduled after school following discussion with the Union. The hours shall be utilized in assignments made by the administration to staff development. Assignment shall be made in the discretion of the Superintendent or his designee following consultation with the Union. Use of the aforesaid time shall be in blocks of not more than two (2) hours not less than one (1) hour.

- e. Large class sizes may be inimical to effective education and unduly onerous to teachers. Insofar as funds and facilities are available, the highest priority will go to reducing class sizes where these sizes exceed educationally sound approaches to the learning experience of students.
- f. A committee composed of Union members shall meet with the Superintendent and/or his designees at least three (3) times each school year for the purpose of discussing and making recommendations with regard to all matters that are affected by class size. The committee may, at its discretion, publish its recommendation by March 1st of each school year.
- g. No teacher in the secondary schools shall be required to record grades on report cards and green record cards and, at all levels, complete attendance registers except that the teachers shall be required to keep some form of student attendance.
- h. Reasonable effort shall be made so that teachers will be notified, in writing, of their tentative schedules for the coming year prior to the end of the school year. Such notification shall include the school to which each teacher will be assigned, the grade levels and/or course titles and any unusual classes that they will be required to teach. Any subsequent change in said tentative schedule shall be given to the teacher as soon as such change is made.
- i. In the event of split or double sessions, teachers may be required to work the full day as set forth in a. above. During such time when their students are not in the building, teachers will be required to perform only those tasks normally expected of teachers on their grade level such as working with their own students and parent conferences and shall not be assigned extra cafeteria coverage or tutoring students of other teachers. If a teacher's preparation time occurs prior to or after teaching time and none of the tasks delineated in sentence two above are required, the teacher shall be required to spend no more than thirty (30) minutes preparation time in the building.

- j. The Union shall have the right to inspect building schedules prior to the opening of school.
- k. Teachers shall dress in an appropriate manner while at school.
- l. Male teachers may remove jackets in the classroom.
- m. Teachers may leave the school building during their lunch period and with permission of their Building Principal, during their preparation periods. Teachers leaving the building during lunch or preparation periods shall sign-out upon departure and sign-in upon returning to the building.
- n. Teachers shall have the right to install a cold and/or hot drink machine and food dispensing machines in the faculty room or lounge according to District standards as to the type and number.
- o. The Union will be notified in advance, thirty (30) days where feasible, of any change of policy or practice affecting working conditions and shall be afforded an opportunity to meet with appropriate administrators to review and discuss such change.
- p. Teachers will not be required to engage directly in manual work necessary for the bulk storage or delivery of textbooks or to type final examinations or material used in lieu of text or duplication of educational material when timely arrangements are made with the administration to complete such typing or duplication. Limitations on such duplication shall be imposed only on educational or fiscal grounds. The District shall supply and maintain at least one (1) photocopy machine and one (1) computer workstation for each elementary school, two (2) for each middle school and each senior high school which shall be located in faculty rooms or other areas of relatively convenient access to teachers.
- q. It shall be the policy of the Administration to give prior notice of new projects affecting working conditions to the teachers involved, and to hold meetings and discussion of said projects with the teachers involved for the purpose of evaluating such projects.
- r. Teacher Transfer:
  - 1. Teachers seeking transfers within the District shall file a request for transfer with the district office through the Building Principal indicating the school and assignment desired. The request shall be forwarded without delay. In filling vacancies first consideration shall be given to such request.

2. Teachers may be involuntarily transferred where consistent with the educational needs of the District as determined by the District.
  3. Prior to an involuntary transfer, notice shall be given to the teacher, who shall have the right to have such reason for the transfer stated.
  4. The request for transfer shall be submitted prior to the close of the previous school year.
- s. Within the limits of budget, the maximum distance for field trips will be flexible and weekend trips may be allowed.
- t. No change shall be made in report card or examination marks without the consent of the teacher who gave such marks except at the direction of the Assistant Superintendent for Curriculum.
- u. With respect to rotation of non-teaching duties, all members of the staff who wish to volunteer for lunchroom duty may do so on a semester basis. In the event that additional staff members are needed for lunchroom duty, they shall be selected from all non-volunteering staff members on a rotating basis. However, psychologists, social workers and guidance counselors, secondary librarians, department chairpersons of departments of ten (10) or more teachers including the department chairperson and teachers who are assigned a sixth teaching period shall not be assigned to lunchroom duty.
- v. Full-time (active or on leave) teachers may request to work part-time or share a full-time position under a special program.
1. Such requests shall be made no later than May 1st each year and shall include preferences regarding placement; percentage of times to be worked; level; courses; etc.
  2. The District agrees to review each request. The District will determine whether the request can be accommodated and so indicate to the teacher. If the request can be accommodated, the teacher will be given the specific details of the part-time position available. The teacher shall consider the offer and indicate to the District whether he/she will accept it.
  3. All part-time positions will be for one (1) school year. Teachers wishing to teach part-time under this program must reapply each year.

4. Seniority for a teacher participating in this program shall accrue on a pro-rata basis. Teachers will be paid on a pro-rata basis in accordance with Article X of this agreement.
  5. Teachers working 40% or more shall be entitled to the same benefits to which they were entitled as full-time teachers, including movement on the salary schedule.
  6. A teacher on leave of absence may apply for part-time employment under this provision by notification to the District on or before May 1. Such notification must state whether, in the event part-time employment is unavailable in September or the terms of the part-time employment are not acceptable to the teacher, the teacher will return to regular work in September or extend the leave of absence for an additional school year under the provisions of Article XIV of this agreement.
- w. Special education teachers, speech teachers, psychologists and social workers involved in the preparation of individual education plans will be granted one (1) IEP release day to be scheduled during the school year within thirty (30) days prior to the annual review date of their reporting students, on an individual basis. In the event that the teacher assistant assigned to work with the released special education teacher possess appropriate certification, the teacher assistant may be employed as the substitute teacher, or a certified substitute will be employed. In the event that the teacher assistant assigned to work with the released special education teacher does not possess appropriate certification, then the District will employ a certified substitute. However, if a certified substitute is not available, the affected teacher may choose to re-schedule the IEP release day to a second date when a certified substitute is available. No substitute will be employed for psychologists, speech teachers, or social workers.

#### ARTICLE IX - PROMOTIONAL POLICY

1. Promotional positions are positions not on the basic salary schedule, including but not limited to supervisor, director, principal, assistant principal and coordinator.



2. Notification of promotional vacancies shall be posted on the teacher bulletin board in each school. This notice shall clearly set forth a description of the qualifications for the position, salary and other pertinent details relating to such position. Such notification shall be posted as soon as practicable, and not less than fifteen (15) days before the final date when application must be submitted and at least five (5) days prior to any further notification outside the school district.

3. Applicants who desire to apply for such promotions shall submit their applications in writing to the Superintendent within the time specified.

4. If an applicant for such position who is not selected requests the reasons, such reasons shall be given to him/her by the Superintendent orally or in writing, as the applicant specified.

5. Unit members shall not be excluded from applying for summer school administrative positions.

#### ARTICLE X - SALARIES

1. Salary Schedules:

- a. The salary schedule index in effect on July 1, 2006 shall remain in effect through June 30, 2009 and is set forth in Appendix A.
- b. The salary schedule effective July 1, 2006 is set forth in Appendix A-1.
- c. The salary schedule effective July 1, 2007 is set forth in Appendix A-2.
- d. The salary schedule effective July 1, 2008 is set forth in Appendix A-3.

Step increment will be granted on July 1st of each year of the contract.

2. Placement on Schedule:

Each teacher is to be placed on the proper salary step according to his/her years in the system. Five (5) months of teaching in one school year shall be credited as a full year except that this credit may only be applied once if any unpaid leave both commences and terminates so as to result in two (2) partial years of teaching service unless the composite service in the two-year period is at least fifteen (15) months. This provision shall be prospective only.

3. Prior Service Credit:

Teachers may be credited with not more than twelve (12) years of previous experience. Up to three (3) years credit toward the aforementioned twelve (12) years will be granted for active military service and up to two (2) years credit will be granted for teaching experience in VISTA and the Peace Corps.

4. Tenure Increment:

After being placed on tenure, each year a teacher will be granted \$328.00 for 2006-07, \$328.00 for 2007-08, \$328.00 for 2008-09, above his regular schedule.

5. Career Increments:

- a. A teacher who has taught for ten (10) years in the local schools will be granted an additional \$300.00 on his/her salary schedule.
  - 1. Up to two (2) years active military service will be credited in determining such service.
  - 2. This 'career increment' shall cease being paid to teachers who reach step 19 on columns 1, 2, or 3; step 20 on columns 4, 5, 6, 7, and 8; and step 21 on columns 9 and 10 of the salary schedule.
- b. A teacher will be granted an additional \$200 (\$250 effective July 1, 1992, prospectively) on his/her salary schedule each year according to the following provisions:
  - 1. He/she must have reached the maximum step on the salary schedule.
  - 2. He/she must have served fifteen (15) consecutive years within the Sachem Central School District.
  - 3. In addition, the following provisions will apply:
    - a. A maximum of two (2) years of military service will be applied to meet the service requirement.
    - b. No credit will be granted for time in local schools prior to September 1, 1955.
    - c. The additional \$200 (\$250 effective July 1, 1992) salary provision will extend up to and including Step 35. This limitation

shall not be applied to teachers employed prior to January 30, 1992.

- d. Time spent on sabbatical or other special leaves, during which a person is compensated by the Board of Education, will count toward the fifteen (15) years of consecutive service.
- e. Other authorized leaves of absence, such as child care leave, will not break a teachers' consecutive service, although time spent on such leaves of absence will not be computed toward the fifteen (15) years.

c. Additional Longevity:

- 1. Unit members at twenty-five (25) years of continuous Sachem service as a teacher (i.e., the last day of the twenty-fifth (25<sup>th</sup>) year of continuous service) shall be granted a \$250 longevity award, effective the commencement of the next school year.
- 2. Unit members at twenty-eight (28) years of continuous Sachem service as a teacher (i.e., the last day of the twenty-eighth (28<sup>th</sup>) year of continuous service) shall be granted a \$250 longevity award, effective the commencement of the next school year.
- 3. Unit members at thirty (30) years of continuous Sachem service as a teacher (i.e., the last day of the thirtieth (30<sup>th</sup>) year of continuous service) shall be granted a \$250 longevity award, effective the commencement of the next school year.

However, persons retiring who are entitled to receive the award in the year following the year they become eligible, who retire the year prior to the year of receipt, shall be granted the above awards in the retirement year.

- 4. Effective July 1, 2006 step 25 is created and shall be added to the salary index for the MA+75 and PhD columns only. For MA+75, step 25 shall be equal to 2.61 x BA 1, and for PhD, step 25 shall be equal to 2.6606 x BA 1 of the Salary Index set forth in Appendix A.
  - a. In order to be eligible for step 25, employees must meet the conditions of either (i) or (ii) below. No other unit member will be eligible for step 25.

- i. The unit member's placement on the salary schedule is step 21 of the MA+75 or PhD column on July 1, 2006, or anytime thereafter. Effective on the date of achieving placement on step 21, the unit member shall not be eligible for longevity payments pursuant to Article X(5)(b) and/or (c).
- ii. The unit member is not presently placed on the MA+75 or PhD column but is receiving longevity payments under Article X (5)(b) and/or (c) and subsequently achieves placement on the MA+75 or PhD column at step 21 or step 25. In such an event the unit member will have their first year's salary on step 21 or step 25 reduced by the amount of longevity payments that they were scheduled to receive under Article X(5)(b) and/or (c) above their former step placement. Said unit member will be entitled to receive the total value of step 25 as set forth above in the second year of placement at Step 25, with no longevity award.

The longevity offset described in the preceding paragraphs will not occur if the unit member's annual salary applicable to the unit member's former step and column placement together with the longevity payment under Article X(5)(b) or (c) is greater than what the unit member would receive on step 21 or step 25. In such event, the unit member's salary will remain unchanged, except for across the board increases to the unit member's annual salary applicable to the unit member's former column and step placement. The foregoing will apply until the unit member's salary on the PhD or MA+75 column exceeds the unit member's salary on the step and column placement prior to moving to the MA+75 or PhD column.

6. Movement to a Different Schedule:

a. 1. Graduate Course Approval

In order to receive salary advancement for Graduate Credits, the following procedure shall be complied with:

- i. The teacher must submit a District application form together with a copy of the course description from the course provider.

- ii. The graduate courses must be from institutions of higher learning recognized by the New York State Department of Education, Office of College and University Evaluation (OCUE) or be a course or program that yields credit from a provider that is recognized by the New York State Department of Education, Office of College and University Evaluation (OCUE),
- iii. All course credentialing information as described herein, must be submitted to the Superintendent of Schools or his/her designee prior to the commencement of the course; however, such pre-approval may be waived based upon extenuating circumstances at the sole discretion of the Superintendent or designee.
- iv. A copy of an official transcript from the institution must be submitted to the District.

## 2. Nature of the Graduate Course

Teachers will receive salary credit for completed graduate level courses if one of the following criteria is met:

- i. The course satisfies a requirement for the teacher's Professional, Permanent, Provisional or Continuing Certificate or the course is related to the teacher's assignment, tenure area or a teaching certificate possessed by the teacher.
- ii. The course provides education in the professional aspects of teaching (such as teaching methodology courses, philosophy of education course, etc.) and will improve professional competence. For each column movement, no more than six (6) such credits shall be permitted provided that course content or subject matter must not be a duplication or similar to previously approved courses. Among the six (6) credits permitted for each column movement, courses must be in different areas of the professional aspects of teaching.
- iii. The courses are related to a certificate recognized by the New York State Department of Education, Office of Teaching Initiatives (OTI) which the teacher does not currently possess but has been pre-approved by the District to seek

certification in this area. However, requests submitted for administrative certification courses are deemed acceptable.

Provided that the foregoing procedure is complied with and the course meets the criteria set forth herein, the course will be approved by the Superintendent or his/her designee.

- b. When by taking professional courses a teacher changes status in educational preparation, he shall receive increments as stipulated in the salary schedules. Three (3) months notice of status change should be given to the Board of Education so that financial adjustment may be made.
- c. For credit on the Bachelor's salary schedules, courses beyond the Bachelor's Degree must have been taken subsequent to the receipt of the degree.
- d. For credit on the Master's salary schedules, courses beyond the Master's Degree must have been taken subsequent to the receipt of the degree except that all graduate credit hours (not including in-service courses) from accredited colleges or universities taken prior to the Master's Degree but not required for the degree shall be granted salary credit on the Masters salary schedules.

Movement beyond the Masters column is limited to no more than three (3) column moves every two (2) years.

No teacher placed on the G through K scales as of February 1, 1972, shall be reduced to a lower scale as a result of this provision.

- e. In-service course credit up to nine (9) in-service credits per year can be taken within or outside of the District and credit will be given up to a maximum of nine (9) in-service credit hours of the fifteen (15) hours needed for salary advancement provided however, that approval is obtained from the administration to take each course.

NYSUT "Effective Teacher" workshops sponsored by the District will be credited as one (1) in-service credit for every ten (10) hours of seat time.

- f. Credit will be given up to a maximum of four (4) credit hours of the fifteen (15) hours needed for salary advancement for graduate courses based substantially on travel. This limitation shall not apply to such courses which are part of a degree granting program.

7. Payroll deductions for the purpose of U.S. Savings Bonds, Teacher Federal Credit Union savings or loan repayment and New York State Teachers' Retirement System loan repayment will be made available to teachers.

8. Payment Option:

- a. Teachers shall have the option of being paid in equal payments during the school year or twenty-six (26) payments in accordance with present practice.
- b. The election of either option shall be made no later than August 1st prior to the opening of school and shall remain in effect for the entire year. In the absence of such a written selection, the teacher shall be paid in the same manner as the prior year.

9. The District shall provide for salary deductions at the request of individual teachers to be paid into tax sheltered annuities under whatever reasonable program the Union shall select for the teachers.

Effective as soon as is practicable following execution of the contract, the administration of all tax sheltered annuities shall be by an insurance agency selected by the Union. Said insurance agency shall assume the full cost of administration of all tax sheltered annuities including the distribution of payments to the various tax shelter plans selected by unit members. The District's sole responsibility shall be to transmit the necessary payroll deductions to said insurance agency.

10. The Board may, upon the recommendation of the Administration, withhold increments and/or hold any teacher on step, within the provisions of the laws of the State of New York, in accordance with the decisions of the Commissioner of Education and as provided by the rules and regulations of other State Administrative agencies. The Board of Education must give the teacher affected adequate notice and provide for a hearing, if the teacher so requests, and allow him to representation if he so desires.

#### ARTICLE XI - PAY FOR ADDITIONAL DUTIES

1. Chaperoning Duties:

- a. Each teacher shall be compensated for assigned chaperoning duties required to be performed outside established school hours in accordance with the following:

1. Chaperoning I

Chaperoning: Football, Graduation, Out-of-District Marching Band events, Festivals (including NYSSMA Solo, NYSSMA Major Organization, SCMEA JH, NYSSMA HS, LISF, SCMEA Jazz Festival), Mid-Island Band, Piano Accompanist playing for students other than his/her students, Parades.

2006-07 - 10 units of a chaperoning unit value of \$14.50

2007-08 - 10 units of a chaperoning unit value of \$14.98

2008-09 - 10 units of a chaperoning unit value of \$15.48

2. Chaperoning II

Chaperoning - all others

2006-07 - 7 units of a chaperoning unit value of \$14.50

2007-08 - 7 units of a chaperoning unit value of \$14.98

2008-09 - 7 units of a chaperoning unit value of \$15.48

3. Senior Trip Stipend

The Senior Trip Stipend shall be \$225.00 for the entire trip.

- b. The content and extent of the duties shall be determined by the principal or other official who makes the assignment.
- c. For each of the activities listed above, assignments shall be made from a list of volunteers within each school. Volunteers will share equally in assignments for which they have volunteered and are eligible.

2. Selection Criteria for Summer School, Special Education Summer School and Alternative Evening High School Staff:

The following selection criteria shall apply to all unit members applying for summer school, special education summer school and alternative evening high school:



a. Applicants for appointment to Summer School, Special Education Summer School, and Alternative Evening High School shall possess appropriate certification. The competence of the applicant to teach in the program to which appointment is sought, as determined by the administration, shall be the criterion for selection for appointment to Summer School, Special Education Summer School, and Alternative Evening High School. In the event that two appropriately certificated employees are equally competent, prior teaching experience in the program to which appointment is sought shall prevail.

b. Positions in grades eight (8) to grade twelve (12) shall be deemed to be one area (secondary) for purposes of appointment to Summer School provided that the middle school classroom teacher applying for a summer school position has taught certain courses in eighth grade during the regular school year, and applies to teach one of these subject areas in summer school. These courses are: either "Math A", "Regents Living Environment", or "Regents Physical Setting/or Earth Science."

c. The foregoing provisions of subsection a and b above shall be applicable to any other after school or summer instructional program heretofore established by the District.

3. Summer School Faculty:

a. The hourly rate for each year of this agreement, shall be \$41.29 for 2006-07, \$42.63 for 2007-08,, \$44.06 for 2008-09, at all levels.

b. Applications for summer school will be distributed by April 15th and returned by May 1st. A list indicating order of preference for summer positions shall be distributed to applicants by June 1st.

4. Special Education Summer School:

a. The hourly rate for each year of this agreement, shall be \$41.29 for 2006-07, \$42.63 for 2007-08, \$44.06 for 2008-2009, at all levels.

5. Alternative Evening High School:

a. The compensation rate for Night School for each full three (3) hour block assignment shall be \$139.16 for 2006-07, \$143.68 for 2007-08, \$148.49 for 2008-09.

6. Home Teaching:

- a. The rate for elementary and secondary home teaching (which shall be paid for each 45 minutes of assignment) including instruction by mechanical device shall be \$34.81 for 2006-07, \$35.94 for 2007-08, \$37.14 for 2008-09.
- b. Notwithstanding paragraph a of this section 5, the compensation and arrangements for instruction by mechanical device in the elementary schools shall be determined by the parties on an ad hoc basis. This paragraph is added to avoid the loss of such a program to the elementary schools.
- c. The teacher of the subject or classroom teacher of the student to receive home teaching shall be given first refusal of the assignment.

7. Extra Classes:

A regular teacher who is required to supervise or teach an extra class or part of an extra class because of the inability of Administration to obtain a substitute (that is, when the Administration causes or has adequate notice of an absence) shall be compensated at the hourly rate of \$30.83 for the 2006-07 school year, \$31.83 for the 2007-08 school year, \$32.90 for the 2008-09 school year, which in the area of secondary teaching shall mean that rate per teaching period. In like circumstances, elementary teachers shall be compensated at the hourly rate of \$44.03 for the 2006-07 school year, \$45.46 for the 2007-08 school year, \$46.98 for the 2008-09 school year, when supervising.

8. Coaching Salaries – 2006-2009:

Due to variations in student interest and available personnel, the presence of a position on the following lists is not a guarantee that such position will be filled by the Director of Athletics in any given school within the District.

If new positions are added during the term of this agreement, compensation will be determined by mutually agreed upon category between the Director of Athletics and the Union.

A revaluation of all coaching categories will be made by April 1st each year by the Director of Athletics and the Union. Changes may be made to equate any changes in unit value due to changes in the schedules of the various sports. All changes must be mutually agreed upon by the Director of Athletics and the Union.

CATEGORY

<u>SPORT</u>	<u>VARSITY, JV &amp; JV 9<sup>th</sup></u>	<u>7<sup>th</sup> and 8<sup>th</sup> GRADE</u>
Baseball	B	B
Basketball (Boys)	B	A
Basketball (Girls)	B	A
Bowling (Boys)	G	
Bowling (Girls)	G	
Cross Country	E	C
Field Hockey	D	B
Football	A	A
Golf	F	
Gymnastics (Boys)	B	B
Gymnastics (Girls)	B	B
Lacrosse (Boys)	A	A
Lacrosse (Girls)	A	A
Soccer (Boys)	D	A
Soccer (Girls)	D	A
Softball	B	B
Swimming (Boys)	D	
Swimming (Girls)	D	D
Tennis (Boys)	F	
Tennis (Girls)	F	
Track & Field (Boys)	C	C
Track & Field (Girls)	C	C
Volleyball (Boys)	C	A
Volleyball (Girls)	C	A
Winter Track (Boys)	C	
Winter Track (Girls)	C	
Wrestling	B	A

a. Salaries:

2006-2007 - as set forth below.

2007-2008 - as set forth below.

2008-2009 - as set forth below.

# Coaching Salary Schedules 2006-2007:\*

## VARSITY

<u>CATEGORY</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
A	7135	7822	8511
B	6150	6740	7331
C	5277	5778	6283
D	5058	5537	6020
E	4511	4938	5366
F	4182	4577	4969
G	3417	3735	4055
H	3088	3372	3657

## J. V. HEAD COACHES & VARSITY ASSISTANTS

A	5411	5929	6444
B	4672	5115	5557
C	4018	4394	4771
D	3854	4216	4576
E	3445	3767	4085
F	3202	3494	3790
G	2625	2862	3101
H	2380	2595	2807

## J. V. ASSISTANTS

A	4723	5172	5619
B	4053	4458	4864
C	3516	3843	4170
D	3375	3687	4000

## J.V. 9<sup>TH</sup> GRADE HEAD COACH

A	4469	4891	5316
B	3880	4244	4605
C	3384	3698	4011
D	3144	3367	3724
E	2872	3133	3396
F	2670	2913	3154
G	2221	2418	2615
H	1996	2172	2345

J.V. 9<sup>TH</sup> ASSISTANTS

A	3795	4147	4504
B	3298	3603	3909
C	2883	3146	3410
D	2680	2923	3167
E	2450	2671	2891
F	2282	2485	2688
G	1904	2071	2237
H	1716	1862	2010

8<sup>TH</sup> GRADE HEAD COACH

A	3362	3675	3984
B	2950	3222	3491
C	2636	2876	3115
D	2325	2534	2742

ASSISTANTS 8<sup>TH</sup> & 9<sup>TH</sup> GRADE

A	2873	3134	3397
C	2259	2457	2659

Coaching Salary Schedules 2007-2008:\*

VARSITY

<u>CATEGORY</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
A	7367	8076	8788
B	6350	6959	7569
C	5449	5966	6487
D	5222	5717	6216
E	4658	5098	5540
F	4318	4726	5130
G	3528	3856	4187
H	3188	3482	3776

J. V. HEAD COACHES & VARSITY ASSISTANTS

A	5587	6122	6653
B	4824	5281	5738
C	4149	4537	4926

D	3979	4353	4725
E	3557	3889	4218
F	3306	3608	3913
G	2710	2955	3202
H	2457	2679	2898

J. V. ASSISTANTS

A	4877	5340	5802
B	4185	4603	5022
C	3630	3968	4306
D	3485	3807	4130

J.V. 9<sup>TH</sup> GRADE HEAD COACH

A	4614	5050	5489
B	4006	4382	4755
C	3494	3818	4141
D	3246	3476	3845
E	2965	3235	3506
F	2757	3008	3257
G	2293	2497	2700
H	2061	2243	2421

J.V. 9<sup>TH</sup> ASSISTANTS

A	3918	4282	4650
B	3405	3720	4036
C	2977	3248	3521
D	2767	3018	3270
E	2530	2758	2985
F	2356	2566	2775
G	1966	2138	2310
H	1772	1923	2075

8<sup>TH</sup> GRADE HEAD COACH

A	3471	3794	4113
B	3046	3327	3604
C	2722	2969	3216
D	2401	2616	2831

ASSISTANTS 8<sup>TH</sup> & 9<sup>TH</sup> GRADE

A	2966	3236	3507
C	2332	2537	2745

Coaching Salary Schedules 2008-2009:\*

VARSIITY

<u>CATEGORY</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
A	7614	8347	9082
B	6563	7192	7823
C	5631	6166	6705
D	5397	5908	6424
E	4814	5269	5726
F	4463	4884	5302
G	3646	3986	4327
H	3295	3598	3902

J. V. HEAD COACHES & VARSITY ASSISTANTS

A	5774	6327	6876
B	4985	5458	5930
C	4288	4689	5091
D	4113	4499	4883
E	3676	4020	4359
F	3417	3728	4044
G	2801	3054	3309
H	2540	2769	2995

J. V. ASSISTANTS

A	5040	5519	5996
B	4325	4757	5190
C	3752	4101	4450
D	3601	3934	4268

J.V. 9<sup>TH</sup> GRADE HEAD COACH

A	4769	5219	5673
B	4140	4529	4914
C	3611	3946	4280
D	3355	3593	3974

E	3065	3343	3624
F	2849	3108	3366
G	2370	2580	2790
H	2130	2318	2502

**J.V. 9<sup>TH</sup> ASSISTANTS**

A	4050	4425	4806
B	3519	3845	4171
C	3076	3357	3639
D	2860	3119	3379
E	2614	2850	3085
F	2435	2652	2868
G	2032	2210	2387
H	1831	1987	2145

**8<sup>TH</sup> GRADE HEAD COACH**

A	3588	3922	4251
B	3148	3438	3725
C	2813	3069	3324
D	2481	2704	2926

**ASSISTANTS 8<sup>TH</sup> & 9<sup>TH</sup> GRADE**

A	3066	3344	3625
C	2411	2622	2837

- b. Coaching appointments are made for one (1) year or season. Prior to the end of the school year, the Athletic Director shall meet with those coaches who will not be recommended for a subsequent coaching appointment during the succeeding school year. The coach will be informed of the reasons for the decision not to reappoint and will be given an opportunity to respond. The reasons and the decision not to reappoint shall not be grievable nor arbitrable. Failure to inform the coach shall be grievable and arbitrable.
- c. Applicants for any coaching position may come from throughout the District.
- d. The Board shall pay the expenses (including fees, meals, lodging, transportation and registration fees) incurred by varsity head coaches and a program assistant, in attending coaching clinics and other professional improvement sessions approved by the Athletic Director and limited one



per year per sport. Other coaches shall receive reimbursement of fee and District expenses for meals and registration while attending such clinics and other professional improvement sessions in the New York metropolitan area.

- e. Varsity head coaches, varsity assistants, junior varsity coaches and junior high coaches who are involved in pre-season workouts prior to the opening of school, or playoffs or tournaments after the close of the regular season shall be compensated at the rate of \$50.00 per day for practices and \$75.00 per day for games. This fee will commence after the designated number of weeks assigned to each sport.
- f. Upon prior approval from the Athletic Director, all coaches assigned to scouting duties shall be reimbursed for mileage.
- g. All coaches moving up from junior high or junior varsity or down from varsity or junior varsity will be credited with prior experience and placed on an appropriate step. Coaches will be granted credit for years of service outside the Sachem School District upon written verification.
- h. Scorers, timers and announcers shall be compensated, per assignment, at the chaperone rate.

Football and Basketball photographers shall be compensated at the rate of (per assignment):

2006-07 - \$104.80

2007-08 - \$108.20

2008-09 - \$111.83

Not to exceed eight (8) games in basketball and ten (10) games in football per year.

- i. Coaches will be granted \$250.00 per year for every five (5) years of service in the Sachem Schools in a particular sport commencing and continuing with the fifth year of service.
- j. All coaches will be paid in two (2) installments.

9. Extra Curricular Activities:

- a. Due to variations in student interest and available personnel, the presence of a position on the following list is not a guarantee that such position will be filled by the building principal in any given school in the District.

If new positions are added during the term of this Agreement, compensation will be established at no less than the lowest rate listed below for the year when said position(s) is established. The parties shall meet as soon as is practicable after the establishment of the said position to make an adjustment to the rate of compensation by mutual agreement. Effective July 1, 2006 the unit value will be \$14.75; effective July 1, 2007 the unit value will be \$15.25; effective July 1, 2008 the unit value will be \$15.74.

1. Unit values determined by amount of time and responsibility of assignment.
2. Any changes to this schedule must have the approval of the Superintendent or his/her designee and the SCTA President or his designee.

Type AA Clubs - A type AA club is described by all of the following criteria:

1. Membership of 50 or more
2. Must have five (5) to six (6) major events including at least one (1) community service event/activity or \$500 scholarship donation
3. More than \$2,500 passing through the treasury in one (1) year
4. Must meet at least three (3) times a month average for the ten (10) month school year.
5. Advisors of Type AA clubs must submit a Club claim Form with their pay claim forms in May of each school year.

Type A Clubs - A Type A club is described by all of the following criteria:

1. Membership of 15 or more
2. Must have three (3) to four (4) major events (see #3 below)
3. More than \$1,000 passing through the treasury in one (1) year
4. Community service project or a scholarship donation of \$500
5. Must meet at least twice a month for the ten (10) month school year
6. Advisors of Type A clubs must submit a Club Claim Form with their pay claim forms in May of each school year.

Type B Clubs - A Type B club is described by any of the following criteria:

1. Membership of less than 15
2. Less than \$1,000 passing through the treasury in a school year
3. Must have one (1) to two (2) major events per year (trips, charity activities, exhibitions, publications, blood drives)

4. No community service or scholarship donations
5. Must meet at least once a month for the ten (10) month school year.

Note: P = daily free period

H = no homeroom

\*1. Since there are varying degrees of time commitments for each school's classbook, the teacher advisor will use as a basis for payment two (2) units per hour up to but not exceeding 120 units.

\*2. With Middle School Student Government, one advisor will be given a duty free period per building.

#### LEVEL I - 360 Units

S.G. Advisors HS P H  
Drama Director HS  
Senior Class Advisors P H  
Yearbook Advisors  
Central Treasurers HS P

#### LEVEL II - 330 Units

Marching Band Director

#### LEVEL III - 300 Units

Marching Band Show Coordinator

#### LEVEL IV - 270 Units

Junior Class Advisors P H  
Yearbook Business Advisor  
Central Treasurers MS  
Marching Band Assistant Director  
Classbook MS  
Arrowettes (Marching Band)  
High School Cheerleading (Varsity)

#### LEVEL V - 200 Units

Color Guard HS  
Cheerleading JV Football; Basketball

LEVEL VI - 180 Units

Newspaper HS P H  
Drama Director MS  
Sophomore Class Advisor P H  
Assistant Drama Director HS  
Orchestra Director - Drama HS  
Cheerleading - Frosh - Football  
Basketball

LEVEL VII - 175 Units

Stage Band HS  
Chorus HS - Tunes Unlimited  
Madrigals  
Chamber Orchestra HS

LEVEL VIII - 150 Units

Stage Band MS  
Select Chorus MS  
Piano Accompanist - Drama HS  
Junior High School Newspaper  
Freshman Class Advisor P H  
Student Government MS \*2  
Cheerleading MS - Football  
Basketball

LEVEL IX - 145 Units

LEVEL X - 120 Units

Rock Band HS  
Elementary Classbooks \*1  
Color Guard MS  
AVA Coordinator MS & HS P H  
Choreographer HS  
Type AA Clubs

LEVEL XI - 100 Units

Type A Clubs  
Kick Line, Varsity Basketball

LEVEL XII - 75 Units

Type B Clubs

Music Council HS

LEVEL XIII - 50 Units

Conductor - Elementary Music Festival

LEVEL XIV - 30 Units

Intramurals/per sport (10-week period)

Assistant Conductor - Elementary Music Festival

LEVEL XV - 22 Units

Pit orchestra/musician

- b. The parties shall establish a committee to review and study extra-curricular compensation. The committee shall consist of three (3) appointees each of the Superintendent and the Union President. The committee shall report its findings to the Superintendent and Board of Education as soon as is practicable. A copy of the report shall also be delivered to the Union President.

10. Principal's Aides and CSE Chairs – the compensation rate for Principal's Aides and CSE Chairs shall be \$5,040.00 for 2006-07, \$5,204.00 for 2007-08, \$5,378.00 for 2008-09, per annum.

11. Effective July 1, 2004, the curriculum writing rate shall be \$27.00 per hour.

**ARTICLE XII - SICK LEAVE - PERSONAL LEAVE**

1. A teacher shall receive a maximum of ten (10) days sick leave per year. Unused sick days are cumulative and are credited and recorded each June on the individual teacher permanent record cards. Sick leave may be used only to cover absences resulting from personal illness of the teacher.

2. Personal leave of not more than four (4) days annually will be granted for personal business under the following conditions:

- a. The written application (Appendix B) must be submitted for approval to the building principal three (3) days prior to the leave except in cases of emergency.

b. Personal leave is leave for important affairs requiring the teacher's presence and which cannot be conducted outside of school hours shall be approved for the following reasons:

1. Illness in the teacher's household.
2. The following legal matters: Closing a mortgage; income tax audits or hearings required by the Internal Revenue Service; required appearances in court; reading of a will; and adoption proceedings.
3. Graduation exercises for the teacher's children or spouse.
4. Driver's test.
5. Required educational exams.
6. Required parental presence at college registrations.
7. Doctor's appointment; dental appointment; eye examination.
8. Death in the immediate family.
9. Religious reasons.
10. Illness in unit member's immediate family, as the foregoing is defined in the bereavement leave section of this contract.
11. Death of a relative or close friend.
12. Participation in the education of the teacher's child (e.g., CSE meeting, parent conference, graduation, moving up ceremony, etc.).
13. Family emergency
14. Other reasons not listed above may be approved by the Superintendent of Schools or his designee.

3. Unused personal days are cumulative as sick leave.

**Bereavement Leave:**

Teachers shall be entitled to three (3) days of bereavement leave for each occurrence of the death of a parent, parent-in-law, teacher's guardian, spouse,

child, sibling, grandparent, any other relative who resides with the teacher or domestic partner, subject to compliance with the eligibility standards for domestic partners established by the New York State Health Insurance Program (NYSHIP).

A teacher who exhausts his/her bereavement leave and personal leave allocation in a given school year may, in the case of bereavement for a parent, parent-in-law, teacher's guardian, spouse, child, sibling, grandparent, any other relative residing with the teacher or domestic partner, subject to compliance with the eligibility standards for domestic partners established by the New York State Health Insurance Program (NYSHIP), utilize unused personal days from prior school years.

4. A teacher may, upon prior approval of the Superintendent of Schools, be granted two (2) days per year with pay for professional visitation and observation.

5. The District and Union acknowledge and agree that the sick leave benefit provided by this agreement shall be used only for those days or periods of time when a teacher is disabled by reason of sickness or injury, including disability as a result of pregnancy and the birth of a child, from performing his/her usual daily activities, and further agree that the use of this benefit for other reasons is inimical and detrimental to the educational program and the professionalism of teaching.

#### ARTICLE XIII- CHILD CARE LEAVE

1. Effective July 1, 2007, teachers shall be entitled to two (2) full school years of unpaid leave for child care, plus any part of the school year in which the child was born or adopted.

2. Requests for such leave shall be made for one (1) school year at a time.

3. Requests for the following school year shall be made no later than May 1st, each year.

4. An employee who does not request a leave by the dates specified will be expected to report to work.

5. An employee who has requested or is on an unpaid leave may request a return to employment prior to expiration of the leave period. Such a request will be honored:

a. immediately, if a vacancy exists in the employee's tenure area at the time of the request or

b. at the point at which a vacancy occurs in the employee's tenure area.

For the purposes of this article, a vacancy shall be defined as any opening resulting from retirement, resignation, or leave of absence. Such requests will be honored in order of date received.

6. Each teacher shall be given the opportunity to return to work on the first mid-year break after either the conclusion of the period of disability or upon completion of adoption proceedings.

7. At the conclusion of the initial period of disability, or upon completion of adoption proceedings, teachers shall indicate if they wish to:

- a. return to work
- b. take unpaid leave until the mid-year break or
- c. take a leave through the end of that school year.

#### ARTICLE XIV - UNPAID LEAVE

1. Unpaid leaves of absence, not exceeding one (1) year in duration, may be granted upon written application of the employee made to the Superintendent of Schools. Such application will be granted or denied on the sole discretion of the Superintendent of Schools. In the event the Superintendent recommends the award of such a leave, the same shall be subject to the approval of the Board of Education.

#### ARTICLE XV – EMPLOYEE ASSISTANCE PLAN

The District, at its cost, shall establish an employee assistance plan.

#### ARTICLE XVI - JURY DUTY, SUBPOENA

1. For time actually required for jury duty or to respond to a subpoena, a teacher shall receive his regular pay less the fee received for such duty and no charge shall be made against personal leave. Nothing hereinabove set forth shall be deemed to include continuation of regular pay when an appearance in court is required by subpoena in an action or proceeding where the affected teacher is a plaintiff, petitioner, defendant or respondent, except if the District and the teachers are co-respondents.

#### ARTICLE XVII - PROTECTION FROM FINANCIAL LOSS, INSURANCE

1. The District shall provide 100% of the premium cost of individual health insurance and 80% of the premium cost of family health insurance for those both present and future retirees under the New York State Health Insurance Program (NYSHIP). However, for those retirees covered under the HMO option, the District will pay a monthly premium dollar contribution equal to that paid for employees under the



New York State Health Insurance Program (NYSHIP) up to a maximum of 100% of the monthly premium cost.

Unit members hired following December 19, 2003 shall not be permitted to obtain family coverage, and shall be limited to individual coverage if their spouse is employed by the District and is provided family health care plan coverage. The employee may participate in the District's "opt-out" plan and be granted the "opt-out" stipend for individual coverage.

Effective February 1, 2004, the Sachem supplemental health insurance program shall be eliminated. Claims for services rendered prior to February 1, 2004 will be paid if submitted to the District for payment by June 30, 2004. (The benefits of the supplemental health insurance plan will be continued for certain teachers, the identity of whom has been shared by the parties. The District shall administer the payment of benefits to the affected teachers.)

2. The Board shall save teachers harmless from any financial loss, including fees for an attorney to be provided by the Board, arising out of any claim, demand, suit or judgment by reason of any act or omission to act by such teacher within or without the school building provided such teacher, at the time of the act of omission complained of, was acting within the scope of his employment or under the direction of the Board. The Board may provide a teacher with an attorney or pay attorney's fees for the defense of a criminal action against the teacher. A teacher who is a spectator at a school approved function shall, for the purposes of this Article, be deemed to be acting with the scope of his employment or under the direction of the Board.

3. Whenever a teacher is absent from school as a result of a disability covered by Worker's Compensation, the teacher will be paid his full salary during such disability, less the amount of any Worker's Compensation Insurance proceeds, for no more than 180 days and no part of such absence shall be charged to the teacher's sick leave. The cost of medical, surgical and hospital services incurred as the result of any injury sustained in the course of employment is covered by Worker's Compensation Insurance.

4. The District shall provide the existing self-insured disability plan as hereinafter modified, which plan is incorporated herein by reference. The plan is hereby modified as follows:

- a. Effective July 1, 2000, the maximum monthly benefit be increased to \$4,200.00.
- b. The elimination period is hereby reduced to sixty (60) days.
- c. The "maximum benefit period" is hereby deleted.

- d. Unit members who become disabled prior to July 1, 2000 will be granted the maximum set forth in §4(a) effective July 1, 2001.

5. Effective July 1, 2006, unit members shall contribute 14% of the premium cost of family or individual health insurance coverage during the 2006-2007 school year; Effective July 1, 2007 16% of the premium cost of family or individual coverage during the 2007-2008 school year; and 17% of the premium cost of family or individual coverage effective July 1, 2008 and thereafter. The balance of the premium payment shall be made by the District.

In each of the years of this agreement, the District shall continue to pay for employees covered under the HMO option a monthly premium dollar contribution equal to that paid for employees under the New York State Health Insurance Program (NYSHIP) up to a maximum of 100% of the monthly premium costs.

6. A teacher may relinquish and waive health insurance coverage as provided by this agreement by notifying the District in writing at least thirty (30) days prior to the effective date of the waiver. Such teacher shall be paid by the District one half of the cash value of the annual health insurance premium that was not paid for such teacher. Such payment shall be made in two (2) installments payable in June and December of each calendar year in which the employee has elected to waive coverage under this provision. To qualify for such payment, the teacher must have been enrolled in the health insurance plan (individual or family) for a period of one (1) year prior to the waiver becoming effective. The teacher shall be permitted to re-enroll in the health insurance plan subject to the rules and regulations governing re-enrollment.

7. The dental insurance plan in effect on June 30, 1985, shall be continued and the District will pay toward the annual premium cost, therefore in each of the years of this agreement a sum equal to 80% of said premium cost, the balance thereof to be paid by each bargaining unit member.

Effective July 1, 2000, the District shall contribute an additional 5%, not to exceed \$25,000 per annum, toward the annual premium cost.

Effective February 1, 2004, benefit levels in effect on January 31, 2004, under the dental care plan shall be improved for unit members at an annual value of \$75,000. Effective July 1, 2004, the benefit level will be increased by an additional \$65,000. The increased benefit level cost of \$140,000, shall remain in effect for the third year of the contract, and thereafter until changed by the agreement of the parties. These funds shall be applied only to members of the teachers' bargaining unit.

The dental insurance plan or carrier may be modified or changed by mutual agreement of the parties. The District's Business Office shall cooperate with the Union

in the analysis of any proposed change. However, the District's financial obligation for dental insurance shall not be increased thereby.

8. The District reserves the right to change health insurance carriers, or to provide a plan of self-insurance, provided that the Union is given two months notice thereof together with all necessary information and data regarding the new plan of health insurance or self-insurance.

Said new plan of health insurance or self-insurance shall not exclude any pre-existing condition nor cause a hiatus in coverage. Further, premium costs to unit members shall not increase beyond costs that would be otherwise payable under the New York State Health Insurance Program (NYSHIP), and benefits shall be equal to or better than the said Health Plans, at the time of the proposed conversion. Upon notice, and an opportunity to discuss such a change, the District shall be permitted to effectuate the change in carrier or the conversion to self insurance. Any disputes concerning adherence to the conditions of this paragraph shall be immediately submitted to arbitration as provided by Article XVIII (4)(d) and (5) prior to the conversion.

9. While a teacher is on school property, performing his/her duties, either professional or extra-curricular, any damage to or loss of personal property resulting from vandalism, malicious mischief and/or theft shall be reimbursed by the Board of Education on the basis of fair market value at the time of loss. If the teacher is entitled to recovery under the terms of this Article, including the exclusions and conditions below, and the teacher has been paid by his/her insurance company, but the amount paid has been reduced by a "deductible" under the terms of the policy, the BOARD will pay to the teacher the amount of the "deductible." Reimbursement for any of the foregoing shall be subject to the following conditions and exclusions:

a. Excluded are:

1. Theft of a car, its contents and/or its accessories.
2. Currency, stocks, bonds and checks.
3. Items, in one loss, whether by vandalism, malicious mischief or theft, having a value of less than \$25.
4. Loss recoverable by the teacher through insurance of the teacher in force at the time of the loss.

b. To be eligible the teacher shall exercise reasonable care over his/her personal property.

- c. Maximum liability to the school district shall be \$250 for each occurrence, not to exceed a total District-wide expenditure of \$12,000 per annum.
- d. Notwithstanding anything hereinabove set forth, no reimbursement will be made unless the teacher has notified the administration that he/she intends to bring the particular item on to the school campus and the teacher has received written acknowledgment thereof and permission thereof in writing from his/her school principal.
- e. All claims filed hereunder shall be submitted to the office of the Assistant Superintendent for Business containing the affirmation of the teacher as to the truth of the allegations of the loss.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

1. Purpose: It is the policy of the Board and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions:

- a. A "grievance" is an alleged violation of an express and specific provision of this agreement or a dispute with respect to the meaning or application of an express and specific provision of this agreement.
- b. A "teacher" is any person in the unit covered by this agreement.
- c. An aggrieved party is the teacher, or group of teachers, who submit a grievance, or on whose behalf it is submitted by the Union and when it submits a grievance, the Board.

3. Submission of Grievances:

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such

events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

- c. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d.
  - 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Building Principal.
  - 2. The Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools. By agreement of the Union and the Superintendent, any grievance may be submitted directly to arbitration.
  - 3. The Board shall present grievances to the President of the Union.
  - 4. Grievance Procedure:
    - a. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or, if no response is received within one (1) calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
    - b. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two (2) weeks after it is received by him.
    - c. Within two (2) weeks after receiving a grievance from the Board, the Union shall deliver to the Superintendent a detailed Union statement of its position with respect to the grievance. By agreement of the Union and the Superintendent, any grievance may be submitted directly to arbitration.
    - d. In the event the Union or the Board is not satisfied with the statement with respect to a grievance, it may, within thirty (30) days after receiving the statement, prepare and serve

the other party with a Demand for Arbitration or a Notice of Intent to Arbitrate, pursuant to C.P.L.R. Article 75.

**5. Arbitration:**

- a. The Union and the Board agree to use the following permanent arbitrators, in rotating order:

1. Rosemary Townley
2. Howard Edelman
3. Martin Scheinman
4. Robert Simmelkjaer
5. Bonnie Weinstock
6. Arthur Reigel, Esq.

Both parties will abide by the Rules and Regulations for Voluntary Labor Arbitration of the American Arbitration Association insofar as they do not conflict with the terms of this agreement. The party requesting arbitration shall bear the responsibility of notifying the next available arbitrator on the above list of the need to establish an arbitration hearing. At the conclusion of each year of this contract, either party may strike up to two (2) names from the above list by notifying the other in writing on or before June 30. The parties shall then meet to discuss replacements.

- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- c. The cost for the services of the arbitrator will be borne equally by the School Board and the Union.
- d. Nothing contained herein shall be construed to deny to any aggrieved party or party considering himself or itself aggrieved, any rights under any law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.

## ARTICLE XIX - NEGOTIATING PROCEDURES

1. No later than January 10th, prior to the termination of the existing agreement, the Union shall submit to the Board or the Superintendent its written proposals for a new agreement. The contents of those proposals shall not limit the Union's right to make additional proposals as provided in paragraph 5 of this Article.
2. The Board and the Union shall each designate a Negotiating Team which shall consist of a chief spokesperson and such other persons as it deems appropriate to a total of no more than ten per team. Collective negotiations between the Board and the Union shall be conducted only by the designated teams and only in executive sessions.
3. The time and place for each negotiating session shall be determined at the previous session. Details relating to the initial session and any changes desired by either team after the close of a session shall be settled by the chief spokesperson.
4.
  - a. If the chief spokespersons are unable to agree on the need for a negotiating session or are otherwise unable to schedule a session, negotiating teams shall meet within ten (10) days after delivery of a written request from one to the other. Such requests shall include a statement of the subject matter of the session. Negotiating sessions will take place on school district property unless an alternate site is mutually agreed upon by the parties. A time shall be placed on each session. This may be modified by mutual agreement.
  - b. The Union shall also have reasonable access to budgetary and operational data and information that will enable the Union to arrive at constructive proposals.
  - c. If joint meetings of the negotiating committees are scheduled during the school day, members of the committee shall be released from their regular duties without loss of salary.
5. The Board and the Union recognize that all of their proposals must be submitted before meaningful collective negotiations can take place. A cut-off date for the submission of proposals (as soon after January 10th as practicable) shall be set by agreement of the teams.
6. No publication or pronouncement shall be made to the press, any other news media or publicity regarding the specific content of negotiating sessions by the Board, the Union, or any member of the Negotiating Teams prior to the determination by the New York State Public Employment Relations Board or the mutual determination of the

parities that an impasse exists. No recording devices of any type shall be used to record deliberations of the negotiating sessions.

At any time during collective negotiations the teams may mutually determine that an impasse exists and proceed to designate a mediator and adopt such other and additional impasse procedure that they may mutually deem desirable. However, this possibility of an additional mutually adopted impasse procedure is intended as no limitation on the right of the Board or the Union to request the New York State Public Employment Relations Board to render assistance as provided in Section 209 of the Taylor Law.

#### ARTICLE XX - DEPARTMENT CHAIRPERSONS

1. Department Chairpersons serving in one building and whose department size is less than 13 teachers shall be relieved of a duty period daily. Department Chairpersons serving in more than one building or whose department exceeds 12 teachers shall be relieved of a duty period and shall be relieved of one (1) instructional period. Said periods shall be utilized for the purpose of fulfilling their duties as Department Chairpersons.
2. The responsibilities of the position of Department Chairperson are annexed hereto, made a part hereof and marked "Appendix C."
3. Compensation for the position of Department Chairperson shall be in accordance with the following:

	2006-07	2007-08	2008-09
Department Size		Amount	
Less than 5	\$3331	\$3439	\$3554
5 - 8	\$3513	\$3627	\$3749
9 - 12	\$3893	\$4020	\$4155
13 - 16	\$4249	\$4387	\$4534
17 or over	\$4807	\$4963	\$5129
Lead Guidance Counselor	\$3513	\$3627	\$3749

4. At the option of the District, Department Chairpersons may be provided with up to ten (10) days of employment during the summer vacation which shall be served during the last ten (10) working days of August, except as may be otherwise arranged between the Department Chairpersons and the Building Principal. In the event such summer work may be required by the District, the Department Chairperson will be notified of the number of additional days and when such work shall be performed, no



later than March 1st. Compensation for summer vacation employment shall be at the rate of 1/200 of the Department Chairperson's regular annual salary for each day of said employment.

## ARTICLE XXI – RETIREMENT NOTIFICATION AND AWARD

1. Effective July 1, 2007, a teacher providing a written irrevocable letter of resignation for purposes of retirement effective June 30<sup>th</sup> of the year of retirement, no later than March 1 of the school year preceding such retirement, shall receive as a Retirement Award, a non-elective employer contribution in the amount of \$7,500 by the District to the account established under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") of such eligible retiring teacher upon the terms and conditions of this paragraph. Following Board of Education acceptance of the letter of resignation, and prior to payment of the award, the teacher shall provide the District with a copy of his/her application to the New York State Teachers Retirement System ("TRS") for retirement.

A unit member who suffers a life event, such as the death or serious injury of a spouse, divorce or other significant life altering event that necessitates the continuation of employment at the District may withdraw the irrevocable letter of retirement.

2. No later than thirty (30) days after the effective date of the teacher's retirement, the District shall make an employer non-elective, non-discretionary contribution of the Retirement Award to the Code Section 403(b) account of the eligible retiring teacher in an amount up to the limitations of Code Section 415 as applicable to Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3) for the year in which such contribution is made. If any portion of the Retirement Award remains after the District (employer) non-elective, non-discretionary contribution, the remaining balance, if any, shall be paid to the eligible retiring teacher as compensation in a lump sum no later than thirty (30) days of the effective date of retirement. Under no circumstances, other than as specifically provided herein, shall any retiring teacher or his or her estate, be entitled to receive the Retirement Award in cash and the right to receive such benefit shall be governed by the terms and conditions of this paragraph.

- a. The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by an eligible retiring teacher to receive employer contributions pursuant to all of the terms specified herein. If a teacher does not designate a Code Section 403(b) account or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the eligible retireing teacher, into an account established with a Code Section 403(b) provider that will accept such contribution. Each eligible teacher or retired teacher shall notify the District in writing of the total elective contributions, if any, made by such individual to

any Code Section 403(b) account, other than with respect to contributions made as an employee or former employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to the required date of contribution.

- b. The SCTA acknowledges that the District has made no representation to the SCTA or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided hereunder or as to the position of the TRS regarding whether these contributions will be included in the member's final average salary (FAS). The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the SCTA and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service, the Courts or the TRS either re-characterizes or denies the intended treatment or characterization of the contribution and further, shall hold the District harmless if either of such events shall occur.

#### ARTICLE XXII - TERM OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006, through June 30, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this            day of August, 2007.

SACHEM CENTRAL TEACHERS' ASSN.

SACHEM CENTRAL SCHOOL DISTRICT

by Robert E. White  
President

by CA/B  
Superintendent of Schools

**APPENDIX A**

**SACHEM CENTRAL SCHOOL DISTRICT  
TEACHERS' SALARY INDEX GUIDE  
JULY 1, 2006-JUNE 30, 2009**

STEP	1	2	3	4	5	6	7	8	9	10
	BA	BA+	BA+	MA+	MA+	MA+	MA+	MA+	MA+	Ph.D
		15 hrs	30 hrs	45 hrs	15 hrs	30 hrs	45 hrs	60 hrs	75 hrs	Ed.D
1	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500	1.4000	1.4500
2	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000
3	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000	1.5500
4	1.1500	1.2000	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000	1.5500	1.6000
5	1.2000	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000	1.5500	1.6000	1.6500
6	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000	1.5500	1.6000	1.6500	1.7000
7	1.3000	1.3500	1.4050	1.4600	1.5150	1.5700	1.6250	1.6800	1.7350	1.7900
8	1.3500	1.4000	1.4600	1.5150	1.5700	1.6250	1.6800	1.7350	1.7900	1.8450
9	1.4000	1.4500	1.5150	1.5700	1.6250	1.6800	1.7350	1.7900	1.8450	1.9000
10	1.4500	1.5000	1.5700	1.6250	1.6800	1.7350	1.7900	1.8450	1.9000	1.9550
11	1.5000	1.5500	1.6250	1.6800	1.7350	1.7900	1.8450	1.9000	1.9550	2.0100
12	1.5500	1.6000	1.6800	1.7350	1.7900	1.8450	1.9000	1.9550	2.0100	2.0650
13	1.6000	1.6500	1.7350	1.7900	1.8450	1.9000	1.9550	2.0100	2.0650	2.1200
14	1.6500	1.7000	1.7900	1.8450	1.9000	1.9550	2.0100	2.0650	2.1200	2.1750
15	1.7000	1.7500	1.8450	1.9000	1.9550	2.0100	2.0650	2.1200	2.1750	2.2300
16	1.7500	1.8000	1.9000	1.9550	2.0100	2.0650	2.1200	2.1750	2.2300	2.2850
17	1.8000	1.8500	1.9550	2.0100	2.0650	2.1200	2.1750	2.2300	2.2850	2.3400
18	1.8500	1.9000	2.0100	2.0650	2.1200	2.1750	2.2300	2.2850	2.3400	2.3950
19	1.9000	1.9500	2.0650	2.1200	2.1750	2.2300	2.2850	2.3400	2.3950	2.4500
20				2.1750	2.2300	2.2850	2.3400	2.3950	2.4500	2.5050
21									2.5050	2.5600
25									2.6100	2.6606

APPENDIX A-1

SACHEM CENTRAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE  
2006-2007

STEP	1	2	3	4	5	6	7	8	9	10
	BA	BA+	BA+	MA	MA+	MA+	MA+	MA+	MA+	Ph.D
		15 hrs	30 hrs	BA+45 hrs	15 hrs	30 hrs	45 hrs	60 hrs	75 hrs	Ed.D
1	44937	47034	49131	51228	53324	55421	57518	59615	61712	63809
2	47034	49131	51228	53324	55421	57518	59615	61712	63809	65906
3	49131	51228	53324	55421	57518	59615	61712	63809	65906	68002
4	51228	53324	55421	57518	59615	61712	63809	65906	68002	70099
5	53324	55421	57518	59615	61712	63809	65906	68002	70099	72196
6	55421	57518	59615	61712	63809	65906	68002	70099	72196	74293
7	57518	59615	61921	64228	66535	68841	71148	73454	75761	78067
8	59615	61712	64228	66535	68841	71148	73454	75761	78067	80374
9	61712	63809	66535	68841	71148	73454	75761	78067	80374	82680
10	63809	65906	68841	71148	73454	75761	78067	80374	82680	84987
11	65906	68002	71148	73454	75761	78067	80374	82680	84987	87293
12	68002	70099	73454	75761	78067	80374	82680	84987	87293	89600
13	70099	72196	75761	78067	80374	82680	84987	87293	89600	91906
14	72196	74293	78067	80374	82680	84987	87293	89600	91906	94213
15	74293	76390	80374	82680	84987	87293	89600	91906	94213	96520
16	76390	78487	82680	84987	87293	89600	91906	94213	96520	98826
17	78487	80583	84987	87293	89600	91906	94213	96520	98826	101133
18	80583	82680	87293	89600	91906	94213	96520	98826	101133	103439
19	82680	84777	89600	91906	94213	96520	98826	101133	103439	105746
20	0	0	0	94213	96520	98826	101133	103439	105746	108052
21	0	0	0	0	0	0	0	0	108052	110359
25									112456	114578

APPENDIX A-2

SACHEM CENTRAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE  
2007-2008

STEP	1	2	3	4	5	6	7	8	9	10
	BA	BA+	BA+	MA	MA+	MA+	MA+	MA+	MA+	Ph.D
		15 hrs	30 hrs	BA+45 hrs	15 hrs	30 hrs	45 hrs	60 hrs	75 hrs	Ed.D
1	43300	45465	47630	49795	51960	54125	56290	58455	60620	62785
2	45465	47630	49795	51960	54125	56290	58455	60620	62785	64950
3	47630	49795	51960	54125	56290	58455	60620	62785	64950	67115
4	49795	51960	54125	56290	58455	60620	62785	64950	67115	69280
5	51960	54125	56290	58455	60620	62785	64950	67115	69280	71445
6	54125	56290	58455	60620	62785	64950	67115	69280	71445	73610
7	56290	58455	60836	63218	65599	67981	70362	72744	75125	77507
8	58455	60620	63218	65599	67981	70362	72744	75125	77507	79888
9	60620	62785	65599	67981	70362	72744	75125	77507	79888	82270
10	62785	64950	67981	70362	72744	75125	77507	79888	82270	84651
11	64950	67115	70362	72744	75125	77507	79888	82270	84651	87033
12	67115	69280	72744	75125	77507	79888	82270	84651	87033	89414
13	69280	71445	75125	77507	79888	82270	84651	87033	89414	91796
14	71445	73610	77507	79888	82270	84651	87033	89414	91796	94177
15	73610	75775	79888	82270	84651	87033	89414	91796	94177	96559
16	75775	77940	82270	84651	87033	89414	91796	94177	96559	98940
17	77940	80105	84651	87033	89414	91796	94177	96559	98940	101322
18	80105	82270	87033	89414	91796	94177	96559	98940	101322	103703
19	82270	84435	89414	91796	94177	96559	98940	101322	103703	106085
20	0	0	0	94177	96559	98940	101322	103703	106085	108466
21	0	0	0	0	0	0	0	0	108466	110848
25	0	0	0	0	0	0	0	0	113013	115204

APPENDIX A-3

SACHEM CENTRAL SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE  
2008-2009

STEP	1	2	3	4	5	6	7	8	9	10
	BA	BA+	BA+	MA	MA+	MA+	MA+	MA+	MA+	Ph.D
		15 hrs	30 hrs	BA+45 hrs	15 hrs	30 hrs	45 hrs	60 hrs	75 hrs	Ed.D
1	44751	46988	49226	51463	53701	55938	58176	60413	62651	64888
2	46988	49226	51463	53701	55938	58176	60413	62651	64888	67126
3	49226	51463	53701	55938	58176	60413	62651	64888	67126	69363
4	51463	53701	55938	58176	60413	62651	64888	67126	69363	71601
5	53701	55938	58176	60413	62651	64888	67126	69363	71601	73838
6	55938	58176	60413	62651	64888	67126	69363	71601	73838	76076
7	58176	60413	62874	65336	67797	70258	72720	75181	77642	80103
8	60413	62651	65336	67797	70258	72720	75181	77642	80103	82565
9	62651	64888	67797	70258	72720	75181	77642	80103	82565	85026
10	64888	67126	70258	72720	75181	77642	80103	82565	85026	87487
11	67126	69363	72720	75181	77642	80103	82565	85026	87487	89949
12	69363	71601	75181	77642	80103	82565	85026	87487	89949	92410
13	71601	73838	77642	80103	82565	85026	87487	89949	92410	94871
14	73838	76076	80103	82565	85026	87487	89949	92410	94871	97332
15	76076	78313	82565	85026	87487	89949	92410	94871	97332	99794
16	78313	80551	85026	87487	89949	92410	94871	97332	99794	102255
17	80551	82788	87487	89949	92410	94871	97332	99794	102255	104716
18	82788	85026	89949	92410	94871	97332	99794	102255	104716	107177
19	85026	87263	92410	94871	97332	99794	102255	104716	107177	109639
20	0	0	0	97332	99794	102255	104716	107177	109639	112100
21	0	0	0	0	0	0	0	0	112100	114561
25	0	0	0	0	0	0	0	0	116799	119063



**SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK  
HOLBROOK, NEW YORK 11741**

**TEACHER'S REQUEST FOR LEAVE—PERSONAL BUSINESS**

DATE: \_\_\_\_\_ BUILDING: \_\_\_\_\_

I, \_\_\_\_\_  
(PRINT NAME)

HEREBY REQUEST THE FOLLOWING TIME OFF:

\_\_\_\_\_  
(DATE OR DATES)

REASON (SEE REVERSE SIDE): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

RECOMMENDATION: \_\_\_\_\_  
BUILDING PRINCIPAL

APPROVED: \_\_\_\_\_  
SUPERINTENDENT OR  
ASSISTANT SUPERINTENDENT FOR PERSONNEL

**NOTE: EXCEPT IN EMERGENCIES, REQUESTS MUST BE RECEIVED THREE (3) DAYS  
IN ADVANCE OF THE INDICATED ABSENCE.**

## **APPENDIX C**

### **SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK**

#### **SPECIFICS OF THE POSITION OF DEPARTMENT CHAIRPERSON**

1. Plan and conduct effective staff meetings.
2. Provide leadership to ensure regular revision, preparation and updating of courses of study if acceptable remuneration is provided by teacher's contract.
3. Encourage the utilization of effective instructional methods.
4. Encourage the maintenance of safe and up-to-date subject area facilities.
5. Evaluate books and other instructional materials used.
6. Inform administration of department's progress.
7. Complete delegated administrative requests promptly and efficiently.
8. Act as liaison between administrator and teacher.
9. Acquaint new teachers with department and school policies.
10. Assist substitute teachers in carrying out their assigned duties.
11. Make recommendations for selecting new staff members.
12. Advise administrator concerning staff assignments.
13. Identify aims, objectives and policies for that department.
14. Review the total program periodically and suggest changes to keep courses up-to-date and effective.
15. Work with guidance department toward the best possible student placement and courses.
16. Prepare budget estimates for the department within the limitations of existing allotments-justifying additional expenditures with adequate documentation.
17. Request that all department inventories are maintained



- 18.** Be aware of requisitions for supplies and equipment of various department members.
- 19.** Request that department facilities are prepared properly for vacation periods, that books are stored, and the like.
- 20.** Conduct department correspondence, where necessary.
- 21.** Plans for growth, etc., as requested.
- 22.** Submit routine reports requested by administration, state organizations and the like.
- 23.** Where appropriate, interview book, equipment and supply salesmen.
- 24.** Recommend scheduling suggestions and advise administration regarding department scheduling problems.
- 25.** Provide guidance department with necessary student information.
- 26.** Cooperate with other chairpersons in the integration of the total school program.
- 27.** Promote cooperation and harmony in the department.
- 28.** Serve as a resource room person when called upon.
- 29.** Keep informed of latest educational developments and events related to the department.
- 30.** Ensure the preparation of and proper administration of department mid-term and final examinations, and regents and state examinations as required by the school policy.
- 31.** Oversee the grading of these exams to ensure fairness and uniformity.
- 32.** Relay administrative information to staff.